

Mayor and Council,

I apologize for not being available for the resolution discussion as I am currently in Montana for the FBI Command College.

I wanted to provide you my intent of deputizing the Bellevue Marshals and the benefits of this partnership.

1. This MOU in no way gives BCSO any authority or control over BMO. Neither the Sheriff, or any deputy, can direct or control the Marshals. BMO has full discretion on when to execute its' powers outside of the city.
2. The primary purpose of this MOU is to increase response times. BMO may be in the best position to respond to a call outside of the city limits. This MOU allows them to self dispatch without being requested or asking permission, saving times and saving lives.
3. This MOU will allow BMO to conduct investigations outside of Bellevue when there is need to contact victims, collect evidence, or arrest suspects. BMO will still have full discretion to request BCSO assistance or transfer cases as needed. This will decrease investigation crimes, improve the quality of cases, and increase support of victims.
4. This MOU will also support prosecutions by removing any questions of jurisdictional authority when BMO makes arrests outside of city limits.
5. A similar MOU will be signed by HPD and SVPD. This will create county wide mutual support allowing assets from all agencies to more effectively assist each other. For example, if BMO responds to a call just outside of Bellevue, HPD can move an officer down to temporary cover Bellevue calls.

I deeply appreciate your dedication to increase response times and support victims through this resolution.

Respectfully,

Sheriff Morgan Ballis  
Blaine County Sheriff's Office  
1650 Aviation Drive  
Hailey, Idaho 83333  
Office (208) 788-5550

## **Blaine County Public Safety Services Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between Blaine County, Idaho, and the City of Bellevue, Idaho, specifically, the Blaine County Sheriff's Office (BCSO) and the Bellevue Marshal's Office (BMO), and shall remain in effect until December 31, 2027, unless otherwise amended or terminated in accordance with the provisions herein.

### **RECITALS**

Each of the parties hereto is a "public agency" as defined by Idaho Code §67-2327 and is authorized to enter into a Joint Exercise of Powers Agreement under Idaho Code §67-2328. The parties above named have joined together pursuant to the authority granted by Idaho Code §67-2337(4) to coordinate and direct law enforcement efforts toward the identification, investigation, and prosecution of individuals responsible for criminal activity within Blaine County, Idaho, and to facilitate the sharing of resources, when appropriate, in support of public safety, the preservation of peace, and the general welfare of the residents of Blaine County, Idaho.

Each party owns and maintains equipment and employs personnel to perform its respective duties and responsibilities, as well as to assist other parties under this agreement. The geographical boundaries of each party are in such a manner as to enable each party to render mutual aid assistance to another under this agreement. As articulated in Idaho Code §67-2326, the parties desire to cooperate and coordinate their efforts in maintaining public peace and safety throughout the entirety of Blaine County, Idaho, recognizing that such collaboration is necessitated and made more efficient by the geographical locations and jurisdictions of the respective Parties.

The primary purpose of this MOU is to facilitate the sharing of resources, primarily personnel, to reduce emergency response times, strategically address community issues which exceed established jurisdictional boundaries, and provide mutual investigative assistance between the parties. This Memorandum of Understanding does not create a separate legal entity.

The parties therefore agree to the following:

- 1. Effective Date** – The term of this agreement shall be effective from the date of execution, through December 31, 2027, and automatically renew for terms of one year thereafter. Any party may revoke its participation in this agreement at any time, with or without cause, by providing the other party with thirty (30) days written notice. If one or all law enforcement designated representatives from this agreement are removed or no longer within their role for any reason, this agreement is terminated.
- 2. Grant of Authority** – The Parties recognize the authority of all other Parties to enforce the laws within Blaine County, Idaho. To the extent necessary, pursuant to Idaho Code § 67- 2337(4), the Parties specifically grant each other authority to enter their jurisdiction and provide law enforcement services within Blaine County, Idaho.

- 3. Financing and Budget** – There shall be no joint financing of activities under this agreement except by written amendment of this agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this agreement for another party. Each party shall independently budget for expected expenses under this agreement.
- 4. Liability** – Each Party agrees to retain full responsibility and liability for the conduct of its respective officers or deputies while performing duties under this Agreement, regardless of whether such actions occur within or outside their respective jurisdictional boundaries. Nothing in this Agreement shall be construed to create or impose liability upon the BCSO for the actions of any member of the Bellevue Marshal's Office acting pursuant to this Agreement or vice versa.
- 5. Extension of Peace Officer Authority** – BCSO shall extend cross-deputization to certified personnel of the Bellevue Marshal's Office. Peace officers of BMO acting outside their primary jurisdiction pursuant to this cross-deputization shall possess all powers, privileges, rights, and responsibilities equivalent to those exercised within the jurisdiction of their employing agency. The City of Bellevue shall retain full responsibility and liability for the actions of its peace officers, whether such actions occur within or outside of their primary jurisdiction, so long as the officer is acting under the authority of this Agreement. BCSO reserves the sole discretion to suspend or revoke the deputization of any BMO officer at any time and further reserves the right to deny or withhold deputization for any BMO officer for any reason.
- 6. Equipment, Training, Compensation** – It shall be the responsibility of the parties to train, equip, and compensate their respective employees acting under this agreement.
- 7. Signatory** – Each Party shall designate a representative or signatory to act on its behalf for all matters pertaining to this Agreement. Sheriff Morgan Ballis shall serve as the designated representative for Blaine County, and the Bellevue Marshal shall serve as the designated representative for the City of Bellevue. These representatives shall serve as the primary points of contact and shall be authorized to make decisions and take actions necessary to implement the terms of this Agreement.
- 8. Policy** – Each officer or deputy acting under this agreement shall abide by the rules, regulations, and policies of their respective agency.
- 9. Intent** – The Parties agree that it is not the intent of this Agreement to establish or promote the routine use of proactive policing methods or regular patrol activities by officers outside of their originally designated jurisdictions.
- 10. Report Writing** – The Parties agree that, while it is permissible for a BMO officer acting under the terms of this Agreement to initiate reports relating to incidents occurring

outside their designated jurisdiction, it is recommended that such officers not serve as the primary or lead investigating officer in those matters.

**11. Officer Duties and Responsibilities** – The parties agree that each peace officer acting under this agreement shall have the following duties, responsibilities, and qualifications:

- a) Be a certified Idaho Peace Officer according to the Idaho Peace Officer Standards and Training.
- b) Adhere to and follow the policies, procedures, and regulations set forth within said peace officer’s agency.
- c) Adhere to the Idaho Peace Officer Standards and Training Code of Ethics (IDAPA 11.11.01.057.07)
- d) Conduct him/herself as a professional law enforcement officer during their duties.
- e) Officers acting under this agreement are to make decisions and act based upon good faith and without malice, utilizing common sense and good judgement.
- f) Follow the direction of the BCSO officer in charge.

**12. Ratification** – Each signatory of this agreement does hereby specifically agree to submit this agreement to the executive authority of their respective city or county for ratification and approval. Upon said approval, a copy of the approved document is to be provided to each party.

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Morgan Ballis, Blaine County Sheriff

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Date

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Kirtus Gaston, Bellevue Marshal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date